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PTO FAX NO.: 703-872-9306

JUN 28 2005

ATTENTION: Examiner in Charge

Group Art Unit 1646

**OFFICIAL COMMUNICATION  
FOR THE PERSONAL ATTENTION OF  
EXAMINER IN CHARGE**

**CERTIFICATION OF FACSIMILE TRANSMISSION**

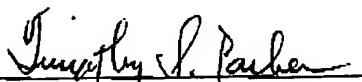
I hereby certify that the following documents in re Application of Roger Y. Tsien, et al., Application No. 10/699,562, filed October 31, 2003 for PEPTIDES WHOSE UPTAKE BY CELLS IS CONTROLLABLE are being facsimile transmitted to the Patent and Trademark Office on the date shown below.

Documents Attached

1. Form PTO/2B/21
2. Revocation of Power of Attorney with New Power of Attorney and Change of Correspondence Address
3. Statement Under 37 CFR 3.73(b)
4. Copy of Assignments from Tao Jiang and Roger Y. Tsien to Howard Hughes Medical Institute, from Howard Hughes Medical Institute to Regents of the University of California

Number of pages being transmitted, including this page: 9

Dated: June 28, 2005

  
\_\_\_\_\_  
Timothy S. Parker

**PLEASE CONFIRM RECEIPT OF THIS PAPER BY  
RETURN FACSIMILE AT (858) 350-6111**

TOWNSEND and TOWNSEND and CREW LLP  
Two Embarcadero Center, Eighth Floor  
San Francisco, CA 94111-3834  
Telephone: 858-350-6100  
Fax: 415-576-0300  
60525897v1

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JUN 28 2005 PTO/SB/21 (09-04)

TRANSMITTAL  
FORM

(to be used for all correspondence after initial filing)

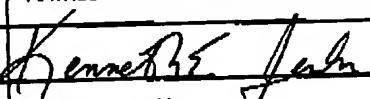
Total Number of Pages in This Submission

Application Number	10/699,582
Filing Date	October 31, 2003
First Named Inventor	Tsien, Roger Y.
Art Unit	1646
Examiner Name	Unknown
Total Number of Pages in This Submission	3 Attorney Docket Number
	02307E-161500US

## ENCLOSURES (Check all that apply)

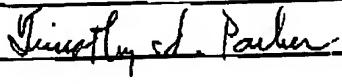
<input type="checkbox"/> Fee Transmittal Form <input type="checkbox"/> Fee Attached	<input type="checkbox"/> Drawing(s) <input type="checkbox"/> Licensing-related Papers	<input type="checkbox"/> After Allowance Communication to TC <input type="checkbox"/> Appeal Communication to Board of Appeals and Interferences
<input type="checkbox"/> Amendment/Reply <input type="checkbox"/> After Final <input type="checkbox"/> Affidavits/declaration(s)	<input type="checkbox"/> Petition <input type="checkbox"/> Petition to Convert to a Provisional Application <input checked="" type="checkbox"/> Power of Attorney, Revocation Change of Correspondence Address	<input type="checkbox"/> Appeal Communication to TC (Appeal Notice, Brief, Reply Brief) <input type="checkbox"/> Proprietary Information
<input type="checkbox"/> Extension of Time Request	<input type="checkbox"/> Terminal Disclaimer	<input type="checkbox"/> Status Letter
<input type="checkbox"/> Express Abandonment Request	<input type="checkbox"/> Request for Refund	<input checked="" type="checkbox"/> Other Enclosure(s) (please identify below): Statement under 37 CFR 3.73(b)
<input type="checkbox"/> Information Disclosure Statement	<input type="checkbox"/> CD, Number of CD(s) _____ <input type="checkbox"/> Landscape Table on CD	
<input type="checkbox"/> Certified Copy of Priority Document(s)	<b>Remarks</b> The Commissioner is authorized to charge any additional fees to Deposit Account 20-1430.	
<input type="checkbox"/> Reply to Missing Parts/ Incomplete Application <input type="checkbox"/> Reply to Missing Parts under 37 CFR 1.52 or 1.53		

## SIGNATURE OF APPLICANT, ATTORNEY, OR AGENT

Firm Name	Townsend and Townsend and Crew LLP		
Signature			
Printed name	Kenneth E. Jenkins		
Date	June 28, 2005	Reg. No.	51,846

## CERTIFICATE OF TRANSMISSION/MAILING

I hereby certify that this correspondence is being facsimile transmitted to the Patent and Trademark Office, Fax No. (703) 872-9306 on June 28, 2005.

Signature			
Typed or printed name	Timothy S. Parker	Date	June 28, 2005

60524834v1

06/28/2005 12:07 FAX 8583506111  
06/22/2005 14:28 FAX 510 587 6090

TOWNSEND SAN DIEGO  
TECH. TRANSFER OFFICE

003/009  
018/019

PTO/SB/82 (09-04)

2004-070-1

**REVOCATION OF POWER OF  
ATTORNEY WITH  
NEW POWER OF ATTORNEY  
AND  
CHANGE OF CORRESPONDENCE ADDRESS**

Application Number	10/689,562
Filing Date	October 31, 2003
First Named Inventor	Tao Jiang
Art Unit	1648
Examiner Name	To Be Assigned
Attorney Docket Number	02307E-161500US

I hereby revoke all previous powers of attorney given in the above-identified application.

A Power of Attorney is submitted herewith.

OR

I hereby appoint the practitioners associated with the Customer Number: 20350

Please change the correspondence address for the above-identified application to:

The address associated with  
Customer Number:

20350

OR

Firm or  
Individual Name

Address

City

State

Zip

Country

Telephone

Fax

I am the:

Applicant/Inventor.

Assignee of record of the entire interest. See 37 CFR 3.71.  
Statement under 37 CFR 3.73(b) is enclosed. (Form PTO/SB/96)

**SIGNATURE of Applicant or Assignee of Record**

Signature

*Linda S. Stevenson*

Name

Linda S. Stevenson

Date

6-20-05

Telephone

(510) 587-6000

NOTE: Signatures of all the inventors or assignees of record of the entire interest or their representative(s) are required. Submit multiple forms if more than one signature is required, see below.

Total of \_\_\_\_\_ forms are submitted.

60488132 v1

**STATEMENT UNDER 37 CFR 3.73(b)**

Applicant/Patent Owner: Tao Jiang and Roger Y. Tsien

Application No./Patent No.: 10/699,562 Filed/Issue Date: October 31, 2003

Entitled: PEPTIDES WHOSE UPTAKE BY CELLS IS CONTROLLABLE

The Regents of the University of California, a Corporation  
(Name of Assignee) (Type of Assignee, e.g., corporation, partnership, university, government agency, etc.)

states that it is:

1.  the assignee of the entire right, title, and interest; or
2.  an assignee of less than the entire right, title and interest.  
The extent (by percentage) of its ownership interest is \_\_\_\_\_ %

In the patent application/patent identified above by virtue of either:

A.  An assignment from the inventor(s) of the patent application/patent identified above. The assignment was recorded in the United States Patent and Trademark Office at Reel \_\_\_\_\_, Frame \_\_\_\_\_, or for which a copy thereof is attached.

OR

B.  A chain of title from the inventor(s), of the patent application/patent identified above, to the current assignee as shown below:

1. From: Tao Jiang and Roger Y. Tsien To: Howard Hughes Medical Institute

The document was recorded in the United States Patent and Trademark Office at Reel \_\_\_\_\_, Frame \_\_\_\_\_, or for which a copy thereof is attached.

2. From: Howard Hughes Medical Institute To: The Regents of the University of California

The document was recorded in the United States Patent and Trademark Office at Reel \_\_\_\_\_, Frame \_\_\_\_\_, or for which a copy thereof is attached.

3. From: \_\_\_\_\_ To: \_\_\_\_\_

The document was recorded in the United States Patent and Trademark Office at Reel \_\_\_\_\_, Frame \_\_\_\_\_, or for which a copy thereof is attached.

Additional documents in the chain of title are listed on a supplemental sheet.

Copies of assignments or other documents in the chain of title are attached.

[NOTE: A separate copy (i.e., a true copy of the original assignment document(s)) must be submitted to Assignment Division in accordance with 37 CFR Part 3, if the assignment is to be recorded in the records of the USPTO. See MPEP 302.6]

The undersigned (whose title is supplied below) is authorized to act on behalf of the assignee.

Linda S. Stevenson

Signature

6-20-05

Date

Linda S. Stevenson

Printed or Typed Name

(510) 587-6000

Telephone Number

Manager of Patent Prosecution

Title

ASSIGNMENT

Assignment made Dec 15, 2004, by Tao Jiang, PhD ("Inventor") to the Howard Hughes Medical Institute, a Delaware corporation (the "Institute").

Recitals

WHEREAS, Inventor is an employee of the Institute and, as a condition of his employment, has signed the Agreement appended to the Institute's Policy on Intellectual Property (the "Intellectual Property Agreement");

WHEREAS, pursuant to the Intellectual Property Agreement, Inventor has agreed (a) to assign to the Institute all rights he may acquire in any invention, discovery, improvement, or other intellectual property, whether or not patentable or copyrightable, developed directly or indirectly as a result of a program of research financed by Institute funds or funds under the control of the Institute (each a "Subject Property") and (b) to execute any agreements that may be desired by the Institute in connection with such assignment;

WHEREAS, Inventor has, alone or with others invented "Peptides Whose Uptake By Cells Is Controllable" which may be the subject of a patent application (the "Invention"), and the Invention is a Subject Property; and

WHEREAS, Inventor seeks to make a formal assignment of his interest in the Invention to the Institute, and the Institute desires the execution of a formal assignment of all of Inventor's right, title, and interest in the Invention.

NOW, THEREFORE, in consideration of the promises contained in and the acts performed and to be performed pursuant to the Intellectual Property Agreement and of other good and valuable consideration, the receipt of which is hereby acknowledged by Inventor, Inventor agrees as follows:

1. Assignment. Inventor hereby assigns to the Institute his entire right, title, and interest in the Invention; any United States patent applications and all corresponding foreign patent applications which are directed to the Invention (including, without limitation, the patent application entitled "Peptides Whose Uptake By Cells Is Controllable" filed in the United States Patent and Trademark Office on October 31, 2003 with Serial Number 10/699,562), and any and all patents issued therefrom; all United States or foreign division and continuation applications based on any of the foregoing, and any and all patents issued therefrom; and all claims which are directed to the Invention and which may be contained in continuation-in-part applications or in patents which issue therefrom.

2. Cooperation. Inventor agrees to execute upon request such further assignments, documents, and other instruments as may be necessary or desirable to assign Inventor's entire right, title and interest in the Invention to the Institute and to assist the Institute (or others at the direction of the Institute) in applying for, obtaining, and enforcing patents, copyrights, or other rights in the United States and in any foreign country with respect to the Invention.

3. **Parties.** The terms and provisions of the Assignment shall inure to the benefit of the Institute and its successors and assigns and shall be binding on the Inventor and his heirs, personal representatives and assigns.

4. **Warrant.** Inventor warrants and represents that he has not entered into any assignment, contract, or understanding in conflict herewith, and that there is no other person or entity whose consent is required in order for the Inventor to make the assignment contained herein.

Inventor:

  
\_\_\_\_\_  
Tao Jiang, PhD

ASSIGNMENT

Assignment made December 15, 2004, by Roger Y. Tsien, PhD ("Inventor") to the Howard Hughes Medical Institute, a Delaware corporation (the "Institute").

Recitals

WHEREAS, Inventor is an employee of the Institute and, as a condition of his employment, has signed the Agreement appended to the Institute's Policy on Intellectual Property (the "Intellectual Property Agreement");

WHEREAS, pursuant to the Intellectual Property Agreement, Inventor has agreed (a) to assign to the Institute all rights he may acquire in any invention, discovery, improvement, or other intellectual property, whether or not patentable or copyrightable, developed directly or indirectly as a result of a program of research financed by Institute funds or funds under the control of the Institute (each a "Subject Property") and (b) to execute any agreements that may be desired by the Institute in connection with such assignment;

WHEREAS, Inventor has, alone or with others invented "Peptides Whose Uptake By Cells Is Controllable" which may be the subject of a patent application (the "Invention"), and the Invention is a Subject Property; and

WHEREAS, Inventor seeks to make a formal assignment of his interest in the Invention to the Institute, and the Institute desires the execution of a formal assignment of all of Inventor's right, title, and interest in the Invention.

NOW, THEREFORE, in consideration of the promises contained in and the acts performed and to be performed pursuant to the Intellectual Property Agreement and of other good and valuable consideration, the receipt of which is hereby acknowledged by Inventor, Inventor agrees as follows:

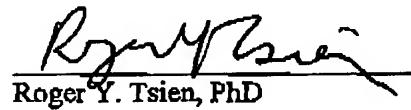
1. Assignment. Inventor hereby assigns to the Institute his entire right, title, and interest in the Invention; any United States patent applications and all corresponding foreign patent applications which are directed to the Invention (including, without limitation, the patent application entitled "Peptides Whose Uptake By Cells Is Controllable" filed in the United States Patent and Trademark Office on October 31, 2003 with Serial Number 10/699,562), and any and all patents issued therefrom; all United States or foreign division and continuation applications based on any of the foregoing, and any and all patents issued therefrom; and all claims which are directed to the Invention and which may be contained in continuation-in-part applications or in patents which issue therefrom.

2. Cooperation. Inventor agrees to execute upon request such further assignments, documents, and other instruments as may be necessary or desirable to assign Inventor's entire right, title and interest in the Invention to the Institute and to assist the Institute (or others at the direction of the Institute) in applying for, obtaining, and enforcing patents, copyrights, or other rights in the United States and in any foreign country with respect to the Invention.

3. Parties. The terms and provisions of the Assignment shall inure to the benefit of the Institute and its successors and assigns and shall be binding on the Inventor and his heirs, personal representatives and assigns.

4. Warrant. Inventor warrants and represents that he has not entered into any assignment, contract, or understanding in conflict herewith, and that there is no other person or entity whose consent is required in order for the Inventor to make the assignment contained herein.

Inventor:

  
\_\_\_\_\_  
Roger Y. Tsien, PhD

ASSIGNMENTU.C. Case No. 2004-070-1 (39754-0974A)

WHEREAS, I am acting as the agent for Howard Hughes Medical Institute ("HHMI") having an address at 4000 Jones Bridge Road, Chevy Chase, Maryland 20815 in conveying all right, title and interest of HHMI;

For good and valuable consideration, the receipt of which is hereby acknowledged, ASSIGNOR,

**ROGER Y. TSIEN**

hereby sell, assign and transfer to ASSIGNEE, The Regents of the University of California, a California Corporation, having its statewide administrative offices located at 1111 Franklin Street, 12<sup>th</sup> Floor, Oakland, CA 94607-5200, and the successors, assigns and legal representatives of the ASSIGNEE all of their right, title and interest for the United States and its territorial possessions and in all foreign countries in and to, any and all improvements which are disclosed in the invention entitled:

**PEPTIDES WHOSE UPTAKE BY CELLS IS CONTROLLABLE**

and which is found in

- (a)  U.S. provisional application filed herewith
- (b)  U.S. patent application filed herewith
- (c)  U.S. application serial no. 10/699,562, filed on October 31, 2003
- (d)  U.S. Patent No.: \_\_\_\_\_, issued \_\_\_\_\_

and any legal equivalent thereof in a foreign country, including the right to claim priority and, in and to, all Letters Patent to be obtained for said invention by the above application or any continuation, division, continuation-in-part, extension, conversion to 35 USC 111(a) or substitute thereof, and any reissue, reexamination or extension of said Letters Patent and all rights under all International Conventions for the Protection of Industrial Property;

ASSIGNOR hereby covenants that no assignment, sale, agreement or encumbrance has been or will be made or entered into which would conflict with this assignment;

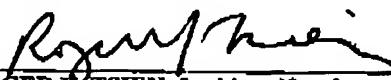
ASSIGNOR further covenants that ASSIGNEE will, upon its request, be provided promptly with all pertinent facts and documents relating to said invention and said Letters Patent and legal equivalents as may be known and accessible to ASSIGNOR and will testify as to the same in any interference, litigation, or proceeding relating thereto and will promptly execute and deliver to ASSIGNEE or its legal representative any and all papers, instruments or affidavits required to apply for, obtain, maintain, issue or enforce said application, said invention and said Letters Patent and said equivalents thereof which may be necessary or desirable to carry out the purposes thereof. An attorney of record is authorized and requested by the execution of this assignment to insert into this assignment the filing date and serial number of said application when officially known.

AND the ASSIGNOR requests the Commissioner of Patents and Trademarks to issue said Letters Patent of the United States and any reissue or extension thereof to the ASSIGNEE, The Regents of the University of California.

executed this

Signature of Inventor

15 day of December, 2004



ROGER Y. TSIEN, for himself and as  
agent for the Howard Hughes Medical Institute

SV 2074659 v1